

Pursuant to § 40-22-2 of the Code of Alabama, the recording tax of \$30,000 on the maximum principal indebtedness of the Mortgage was paid to the Office of the Judge of Probate of St. Clair County, Alabama, upon the original recordation of the Mortgage.

STATE OF ALABAMA

COUNTIES OF ST. CLAIR, JEFFERSON AND MADISON



20091210000454540 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:45 PM FILED/CERT



20090304000139860 1/5 \$29.75
Madison Cnty Judge of Probate, AL
03/04/2009 10:02:50AM FILED/CERT

20090217000195600 1/5
Bk: LR200902 Pg:12412
Jefferson County, Alabama
I certify this instrument filed on
02/17/2009 10:03:34 AM MTG
Judge of Probate- Alan L. King

NINTH AMENDMENT TO MORTGAGE

AND AMENDMENT TO LOAN DOCUMENTS

This Ninth Amendment to Mortgage (this "**Amendment**") is made this 17th day of September, 2008, by and between **COMPASS BANK**, an Alabama banking corporation (the "**Lender**"), and **HPH PROPERTIES, LLC**, an Alabama limited liability company (the "**Borrower**").

WHEREAS, Borrower is the Mortgagor under a certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of June 21, 2007, and recorded in **Mortgage Book 2007, Page 38473** in the Probate Office of **St. Clair County, Alabama** and recorded in the Probate Office of **Jefferson County, Alabama** in **Book LR200802, Page 11489** (Instrument Number 20080207000179770) and recorded in the Probate Office of **Madison County, Alabama** as **Instrument Number 20080220000106100** (the "**Mortgage**"). Lender and Borrower have agreed to amend the Mortgage as set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. The real property described on Exhibit A of this Amendment shall be added to Exhibit A of the Mortgage.
2. The permitted exceptions referenced on Exhibit B of this Amendment shall be added to Exhibit B of the Mortgage.
3. The Mortgage (as amended by this Amendment and as it may be further amended with or without record notice of such amendment) shall continue to secure the indebtedness described in the Mortgage, with the same priority of lien as the Mortgage as originally recorded. The execution and delivery of this Amendment, or of any subsequent amendment of the Mortgage, shall not impair, reduce or subordinate, in whole or in part, the priority of the Mortgage.
4. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.

[Signatures appear on following page.]

BALCH & BINGHAM LLP
PO BOX 306
LUCAS
BIRMINGHAM, AL 35201

2009 6739
Recorded in the Above
MORTGAGE Book & Page
02-20-2009 10:37:45 AM
Mike Bowling - Judge of Probate
St. Clair County, Alabama

IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be executed as of the day and year first set forth above.

LENDER: 2009 6740
Recorded in the Above
MORTGAGE Book & Page
02-20-2009 10:37:45 AM

WITNESS:

COMPASS BANK,
an Alabama banking corporation

Katie Gifford

By: [Signature]
Its: SR Vice President


BORROWER:

WITNESS:

HPH PROPERTIES, LLC,
an Alabama limited liability company

By: [Signature]
Its: _____

THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Thomas G. Amason III
Balch & Bingham LLP
P.O. Box 306
Birmingham, Alabama 35201
(205) 251-8100


20091210000454540 2/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:45 PM FILED/CERT

STATE OF ALABAMA

COUNTY OF Shelby

I, Amanda Watson, a notary public in and for said county in said state, hereby certify that David Bonamy, whose name as Member of **HPH PROPERTIES, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 17th day of September, 2008.

Amanda Elizabeth Watson
Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 30, 2010
BONDED BY NOTARY PUBLIC UNDERWRITERS
My Commission Expires: 11/30/2011

[Notarial Seal]

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, April C Price, a notary public in and for said county in said state, hereby certify that Ben Hendrix, whose name as Senior Vice President of **COMPASS BANK**, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 25th day of September, 2008.

April C Price
Notary Public

[Notarial Seal]

My Commission Expires: 11/30/2011



EXHIBIT A

DESCRIPTION OF MORTGAGED PROPERTY

I. St. Clair County:

Lots 101, 110, 111, 112 and 121A, according to the Survey of Arbors of Avalon, Phase One, as recorded in Map Book 2007, Page 9, in the Probate Office of St. Clair County, Alabama.

2009 6742
Recorded in the Above
MORTGAGE Book & Page
02-20-2009 10:37:45 AM



20091210000454540 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:45 PM FILED/CERT

EXHIBIT B

PERMITTED EXCEPTIONS

Lots 101, 110, 111, 112 and 121A, according to the Survey of Arbors of Avalon, Phase One, as recorded in Map Book 2007, Page 9, in the Probate Office of St. Clair County, Alabama are subject to the following "Permitted Exceptions":

1. Easements and building line as shown on recorded map;
2. Covenants, Conditions and Restrictions as recorded in Deed Book 2007, Page 7290;
3. Easement granted Alabama Power Company recorded in Deed Book 2006, Page 12480; Deed Book 2007, Page 1475; Deed Book 2005, Page 2615; Deed Book 2005, 2617 and Deed Book 34, Page 492.
4. Easement and Right of Way granted to Leeds Telephone Company as recorded in Deed Book 141, Page 59.
5. Easement granted to Water Works and Sewer Board of the City of Birmingham as recorded in Deed Book 2006, Page 11742.
6. Boundary line agreement as recorded in Deed Book 91, Page 324.
7. Articles of Incorporation of Arbors at Avalon Homeowners Association, Inc. as recorded in Incorporation Book 2006, Page 1123.
8. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.

STATE OF ALABAMA, ST. CLAIR COUNTY

I hereby certify that no mortgage tax or deed tax has been collected on this instrument.

Mike Bowling

Judge of Probate

"NO TAX COLLECTED"

STATE OF ALABAMA, JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax has been collected on this instrument.

Alan L. Fung

Judge of Probate

"NO TAX COLLECTED"

2009 6743
Recorded in the Above
MORTGAGE Book & Page
02-20-2009 10:37:45 AM
Mike Bowling - Judge of Probate
St. Clair County, Alabama
Book/Pg: 2009/6739
Term/Cashier: S RECORD6 / Lead
Tran: 5019.140227.212498
Recorded: 02-20-2009 10:39:16
CFR Certification Fee 3.00
P Special Index Fee 3.50
P Recording Fee 15.00
Total Fees: \$ 23.50

20090304000139860 5/5 \$29.75
Madison Cnty Judge of Probate, AL
03/04/2009 10:02:50AM FILED/CERT

20090217000195600 5/5
Bk: LR200902 Pg:12412
Jefferson County, Alabama
02/17/2009 10:03:34 AM MTG
Fee - \$18.00

Total of Fees and Taxes-\$18.00
JCOCKRELL

20091210000454540 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:45 PM FILED/CERT